

College CSD

Teamsters #238 (Mixed)

7/1/2006

6/30/2008

NEGOTIATED AGREEMENT

2006-08

BETWEEN

CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 238,
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS.

AND

THE BOARD OF DIRECTORS, COLLEGE COMMUNITY SCHOOL DISTRICT

JULY 1, 2006 - JUNE 30, 2008

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ARTICLE 1

RECOGNITION AND DEFINITIONS

- 1.1 This agreement is entered into between the Board of Education of the College Community School District, hereinafter referred to as the "employer" and Chauffeurs, Teamsters & Helpers, Local Union No. 238, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".
- 1.2 The College Community School District hereby recognizes the Chauffeurs, Teamsters & Helpers Local No. 238 as the exclusive bargaining agent for all personnel as set forth in the PERB certification instrument (Case 1481) issued by the Public Employment Relations Board on the 24th day of July, 1979; and as amended by case #1660 issued by the PERB on the 24th day of March, 1980.

Included: Secretaries, aides, maintenance, paraprofessionals, clerks, central service, transportation service.

Excluded: Bus drivers, food service, central office, College Community Child Care Center employees and all persons excluded by Section 4 of the Act.

- 1.3 As used herein, the term "employee" shall mean all persons described in the bargaining unit set forth above.
- 1.4 As used herein, the term "regular employee" shall mean all contracted employees except part-time and temporary employees.
- 1.5 As used herein, the term "part-time employee" shall mean all contracted employees whose normal work week is less than thirty (30) hours per week.
- 1.6 "Casual employees" are those employees working on call and without a contract. These employees are not covered by this agreement.
- 1.7 "Days" as used in this agreement will mean calendar days except where specifically stated otherwise or when referring to leaves of absence, vacations and holidays which will be employee work days. "Working days" as used in this contract shall refer to the days of the employee's work schedule.

ARTICLE 2

GRIEVANCE PROCEDURE

2.1 Purpose

The purpose of this procedure is to secure at the earliest possible level, equitable solutions to the problems which may from time to time arise under this agreement. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of this procedure.

At all steps of a grievance the employer and union shall have the right to have representatives to attend any meeting required to resolve the grievance.

All meetings and hearings under this procedure shall be conducted private and shall include only witnesses, the grievant, and their Union representatives heretofore referred to in this article.

It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his or her representative shall be conducted so as to result in no interference with or interruption of work.

If any employee files any claim in any form other than the grievance form set forth in this agreement, then the District shall not be required to process the same claim or set of facts through the grievance procedure.

The number of days indicted at each level should be considered a maximum and every effort should be made to expedite the process. The failure to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance. A supervisor or administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement.

2.2 Definitions

- (a) Grievance: A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this agreement.
- (b) Grievant: As used herein, a "grievant" is the person(s) making the allegation.

2.3 Procedures

- (a) **Step 1:**

Informal. Within ten (10) days after the occurrence of an event giving rise to a grievance, the employee involved shall discuss the matter with the immediate administrative supervisor in the employee's work area, with the object of resolving the matter informally.

(b) **Step 2:**

If the grievance is not resolved informally at the first step, the aggrieved employee shall file the grievance, in writing, with the district administrator assigned to that area, within ten (10) days after the informal conference. The written grievance shall state the nature of the grievance, reciting the specific clause or clauses of the agreement allegedly violated and specify the remedy requested.

- (c) Within ten (10) days after the district administrator assigned to that area receives the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved to discuss the alleged grievance and attempt to resolve the same. The district administrator shall render a decision communicated in writing to the aggrieved employee including a copy to the Union within ten (10) days following the conference between the district administrator and the aggrieved.

(d) **Step 3:**

In the event the grievance has not been satisfactorily resolved at the second step, the aggrieved may file an appeal of the district administrator's answer within ten (10) days of the written decision with the Superintendent. Within ten (10) days after the written grievance has been filed with the Superintendent, the aggrieved and the Superintendent shall meet in an attempt to resolve the grievance. The Superintendent shall file an answer in writing within ten (10) days of the grievance meeting and communicate it in writing to the employee, including a copy to the Union.

(e) **Step 4:**

If the answer of the Superintendent is not accepted, the Union, within ten (10) days after receiving the Superintendent's answer, may request that the grievance be submitted to a joint

committee consisting of the Board's Chief Negotiator, Superintendent or designee, the aggrieved, and the business representative of the Union. The Superintendent or designee shall, within ten (10) days after the joint committee meeting notify the aggrieved and the Union in writing of the employer's decision on the grievance.

(f) Step 5:

If the grievance is not resolved satisfactorily at step 4, the grievance may be submitted to final and binding arbitration with written permission of the employee. The employee grievance shall not proceed to arbitration without representation by the Union. To enter such arbitration, the Union shall submit a written request on behalf of the Union and the grieving employee(s) to the Superintendent within twenty (20) days from the receipt of the step 4 answer.

The grievance shall be submitted to arbitration in the following manner:

1. The Union and the employer shall endeavor to agree upon an arbitrator. If no agreement is reached in seven (7) days, then
2. A joint letter will be mailed requesting the Public Employment Relations Board to submit a list of five (5) available arbitrators from which one is to be mutually selected within seven (7) days after receipt of the list.
3. If the parties are unable to agree upon one of the individuals so listed, the parties shall alternately strike names from said list until only one remains. The party requesting the arbitration shall strike the first name.
4. The Public Employment Relations Board shall be notified and requested to appoint the agreed upon arbitrator, or in the absence of agreement, the individual whose name remains on the list shall hear the case.

(g) The arbitrator shall be advised of the limitation placed on his authority by this agreement and that his final decision is expected within thirty (30) days after a hearing has been held. The agreed upon limitations are:

1. The decision of the arbitrator shall be final and binding on all parties to this agreement and any employee involved in the dispute. Any award

resulting from the arbitrator's decision shall not be retroactive beyond the date on which the action causing grievance first occurred, and in any event, not longer than six (6) calendar months prior to the date of the first filing of the grievance in writing.

2. The arbitrator shall be limited to interpreting this agreement, applying it to the particular case presented to him. He shall have no authority to add to, subtract from, disregard or in any way modify the terms of this agreement or any agreement made supplementary thereto.
3. The expense and fees of the arbitrator shall be shared equally by the parties. Each party shall pay their own cost of presentation and cost of their witnesses or the cost of securing a deposition from the witnesses.

2.4 Representation

- (a) The grievant shall be present at all meetings, and at the option of the grievant, may be represented at such meetings by a representative of the Union.
- (b) All grievances at Steps 2, 3, 4, and 5 shall be presented, discussed, and processed on the employee's (employees') non-working time. Any grievance at Step 1 may be discussed by the employee and his/her supervisor during the employee's working time, so long as such meeting and discussion does not interfere with the job, duties, and assignments of the employee, and where applicable, a Union representative, and does not interrupt the normal operations of the school system.

ARTICLE 3

WAGES AND JOB CLASSIFICATIONS

- 3.1 Employees who are to be paid on an hourly basis are assigned salary class grades as follows:

<u>Salary Class Grade</u>	<u>Class Titles</u>
1A	Paraprofessionals (hired after 7-1-06)
1	Clerk; laborer or janitor part-time; messenger; paraprofessionals
2	Attendance clerk; parking lot monitor
3	Laborer or janitor; computer repair worker; clerk/copy operator
4	Elementary guidance secretary
5	Transportation service person; custodian II; secondary guidance secretary; secondary activities secretary; maintenance worker
6	Custodian I; grounds keeper; elementary building secretary; computer tech (instructional); special ed.secretary
7	Central Services coordinator; custodian supervisor; secondary building secretary
8	Carpenter/painter; computer/technical Service Worker II
9	Transportation mechanic; master maintenance worker; computer/technical service worker I

Employees in classes of position as listed, shall be paid the hourly rate prescribed herein for their respective classes of positions for time actually worked, whether it be the normal full-time working hours or less only including authorized paid leaves.

The hourly wage schedule effective 7-1-06 for each salary grade is as follows:

Salary Grade	Probationary Rate	Base Rate	1st Long. Rate	2nd Long. Rate	3 rd Long. Rate
1A	10.32	10.88	11.88	13.20	13.65
1	12.27	12.83	13.29	13.65	13.95
2	12.90	13.52	13.99	14.33	14.63
3	13.56	14.18	14.65	14.99	15.29
4	13.67	14.36	14.86	15.26	15.56
5	14.06	14.75	15.29	15.66	15.96
6	14.58	15.33	15.86	16.29	16.59
7	14.70	15.49	16.00	16.44	16.74
8	15.38	16.22	16.79	17.31	17.61
9	15.98	16.86	17.45	17.92	18.22

The hourly wage schedule effective 7-1-07 for each salary grade is as follows:

Salary Grade	Probationary Rate	Base Rate	1st Long. Rate	2nd Long. Rate	3 rd Long. Rate
1A	10.77	11.33	12.33	13.65	14.10
1	12.72	13.28	13.74	14.10	14.40
2	13.35	13.97	14.44	14.78	15.08
3	14.01	14.63	15.10	15.44	15.74
4	14.12	14.81	15.31	15.71	16.01
5	14.51	15.20	15.74	16.11	16.41
6	15.03	15.78	16.31	16.74	17.04
7	15.15	15.94	16.45	16.89	17.19
8	15.83	16.67	17.24	17.76	18.06
9	16.43	17.31	17.90	18.37	18.67

3.2 Pay Period

Employee covered by this contract will be paid twice a month by direct deposit, if possible, to the financial institution of the employees' choice.

3.3 Uniforms

The employer will provide five (5) complete uniforms in the first year of employment and three (3) complete uniforms in succeeding years with appropriate school district lettering for all Category C (see Article 7) employees except laundry operator and printer. Uniforms purchased by the employer remain the property of the employer.

3.4 Shift Differential

Those employees whose regular shift starts after 2 p.m., shall be paid thirty (30) cents per hour additional for

those hours actually worked. However, those employees assigned at the high school that start their shift after 2:00 p.m. shall receive an additional thirty-five (35) cents per hour to their regular rate of pay. Third shift high school employees will receive an additional forty (40) cents per hour to their regular rate. This shift differential pay shall not be paid on leaves of absence provided in Article 12 of this Agreement. Differential will not be paid if employee(s) is/are temporarily changed to day time hours (usually done on non-teaching school days).

3.5 Crew Chief and Garage Shop Foreman Pay

Custodians I, II and/or janitors assigned as Crew Chief shall be paid thirty-five (35) cents per hour additional pay. Garage employee assigned foreman responsibility shall be paid one dollar (\$1.00) per hour additional pay.

3.6 Longevity Pay

Longevity rate schedules are intended to recognize long and faithful service, particularly where the opportunity for employment is limited or where there is no provision for further advancement within the base pay range. Such longevity rates shall be applied as follows: Any employee performing satisfactorily in a position for continuous period of eight (8) years shall be advanced on the first day of the payroll period after the completion of the eight (8) years of employment to the first longevity rate for the class grade. Any employee performing satisfactorily in a position for a continuous period of fifteen (15) years shall be advanced on the first day of the payroll period after the completion of the fifteen (15) years to the second longevity rate for the class grade. Any employee performing satisfactorily in a position for a continuous period of twenty-two (22) years shall be advanced on the first day of the payroll period after the completion of the twenty-two (22) years to the third longevity rate for the class grade. The seniority date is determined as provided in Article 7, and is subject to adjustment for layoff (7.4).

Requirements as to continuity of service: Service requirements for advancement within compensation ranges shall have the implication of continuous service, which means employment in school district service without break or interruption. Authorized leaves of absence with pay and leaves without pay shall not interrupt continuous service for longevity pay purposes.

3.7 Rate of Pay on Promotion or Transfer

In any case where an employee is promoted or transferred to a class with a higher base pay rate, the rate of pay shall be the probationary rate or at a rate of pay equal to or greater than their previous rates of pay until a trial

period as prescribed in Section 8.2 of this agreement has' been completed. Thereafter the employee shall be placed on the base rate as established for such position, or such longevity pay rate as such employee has earned.

3.8 Seminars, Schools, conferences, or Workshops

An employee required to attend a seminar, school, workshop, or conference for the mutual benefit of the employee and the employer, will not suffer any loss in pay for the employee's normal work week, for the time necessary for such attendance. There will be no additional pay for time spent for over eight (8) hours in a day or for time spent traveling to and from the seminar, school, conference, or workshop, but will be reimbursed or cost of transportation, housing and meals as limited by the employer, while the employee is away from the school facilities. Any expense for items required by the school will be reimbursed and such items shall become the property of the employer. Proof of purchase and necessity of purchase will be required to justify reimbursement. Intent is that employees are to be paid their normal pay for the pay period during attendance at seminars, schools, conferences, or workshops. The above does not apply to employee's schooling needed to gain normal certification that is required to secure or maintain job competency as provided in the present job description, however, the employer will pay the tuition, only, on a one time basis, or the courses required to obtain certification.

3.9 Major Change in Job Content or Establishment of a New Job

In the event of a major change of job content or the installation of a new job, the employer shall establish a new rate in accordance with the present practice. This wage rate shall be subject to the grievance procedure through Step Three only.

3.10 Probation

All new employees shall be on probation for ninety (90) calendar days from the date of hiring and shall be paid at the probationary rate.

If at any time during the probationary period it is determined by the employer, that the employee is incapable of successfully performing the job, he/she shall be immediately terminated. Any employee retained by the employer, after completion of the probationary period, shall automatically obtain regular employee status and shall have seniority retroactive to the date of hire by the employer.

A casual employee may be temporarily appointed to fill temporary positions for a period of four months or less. A casual employee appointed to fill a temporary position shall not, while so employed, acquire nor gain any status either

as a probationary employee or as a regularly appointed employee, and shall not acquire any seniority rights.

3.11 Overtime Work and Compensation

In emergencies, the employer may prescribe reasonable periods of overtime work to meet operational needs.

Employees on hourly rates shall be compensated for authorized overtime work by payment at time and one-half (1 1/2). Work on a Sunday will be paid at two times the hourly rate.

Overtime for the purpose of this paragraph shall be defined as all hours worked in excess of forty (40) hours in any week. For pay purposes the work week of the employer runs midnight Sunday of one (1) week to midnight Sunday of the next week. For purposes of describing "hours worked" in this paragraph, hours allowed for paid leave shall count as hours worked.

If the employer assigns an employee to perform work beyond his/her regular work week in any other classification within the bargaining unit, the employee shall receive a rate of pay at time and one-half (1 1/2) for performing this work, provided there is no unpaid leave in that work week.

If an employee works overtime of one (1) hour or more in a day, he/she shall not have any other work day hours reduced to avoid the payment of overtime, provided there is no unpaid leave in that work week.

When an employee is required to perform routine work related to special events, they shall be paid at one and one-half (1 1/2) times their rate of pay, provided there is no unpaid leave in that work week. In making these assignments, they will be rotated in order of seniority within their regularly assigned building or area on an equal basis in amount of hours. If the building assignment is incomplete, the assignment shall be in order of seniority, based upon qualifications, ability, experience and training; however, if no employee accepts the overtime, the least senior employee in the bargaining unit shall be required to perform the work.

There shall be no pyramiding of overtime in that any hours for which overtime or premium has been paid, will not be included, or counted as hours worked, for the purpose of determining further overtime or further premium pay under this agreement. A change in work schedule or trade-off of work assignments or other rescheduling work assignments requested by the employee, when approved by the employer, which results in work assignments within a work week in

addition to the regularly scheduled forty (40) hour week of an employee, shall not be considered overtime.

An employee shall have the right to change a work day with another employee on the same shift upon their mutual agreement, and with the approval of the employer. In cases where an employee changed days with another employee, the employer shall not be obligated to pay overtime and the trade shall be limited to the same shift and the same classification and qualifications. The traded day shall be paid back with the same pay week period.

3.12 Lunch Periods

Each employee shall be granted a lunch period of thirty (30) minutes during his/her shift for a lunch period. The time of such lunch period may vary from day to day.

3.13 Rest Periods

Whenever it is possible, each employee may take a fifteen (15) minute rest period the first half of his/her shift and a second such rest period the second half of his/her shift. The time of such rest periods shall vary from shift to shift upon mutual agreement of the employee and his/her supervisor.

3.14 Call Back

An employee called back after his/her regular shift, for reasons beyond his/her control, shall be given a minimum of two (2) hours on his/her time card.

3.15 Special Salary Provisions

In any case when a permanent employee is qualified for, and is temporarily required to serve in and accept the responsibility for work in a higher class or position, that employee shall receive the hourly wage in that higher salary grade, for which their longevity would qualify them after performing five (5) consecutive working days in that position provided, however, this provision shall not apply in training assignments.

3.16 Special Programs

Employees hired under programs involving federal or state grants, such as those under the heading of work experience, on the job training, or public service employment or other such program participants, shall be placed in training positions or assignment as deemed necessary by the employer for the duration of the special program. Work experience participants are classified as seasonal or temporary employees and as such are to receive the same pay, seniority and benefits as designated by the grant agreement from the

state or federal government. On the job training and public service employee participants shall receive the pay, seniority, and benefits as prescribed for the grant agreement as shown in the program guidelines. No employee in a job or job classification shall be displaced because of the operation of this paragraph.

Should an employee originally hired under any of the foregoing programs be later accepted as a permanent employee, seniority will be granted such employee as of the date of original employment, adjusted for leaves, absences, or other causes as is done for an employee hired on a permanent basis.

If the position to which such above mentioned employee has been assigned is to become a permanent job (i.e., to be funded from school budget) the rate shall be established in accordance with Article 3, Wages and Job Classifications.

3.17 Paraprofessional Pay

Paraprofessionals in Salary Class 1 & 1A shall be paid at one of the additional hourly rates below for state recognized certification or degrees. Certification must be submitted to the District Office by August 1st for payment during the current fiscal year. Certifications submitted after August 1st shall become effective at the beginning of the next school year.

Fifteen (15) cents additional for a state recognized paraprofessional certificate.

Twenty-five (25) cents additional for an AA degree in education.

Thirty-five (35) cents additional for an BA degree in education.

ARTICLE 4

INSURANCE

- 4.1 For the purpose of this Article, it is understood that only those employees who are employed at least thirty (30) hours per week are eligible for the school district group health, hospitalization, surgical, dental and major medical insurance; life insurance, accidental death and dismemberment insurance; and disability income protection insurance; however, employees who have been eligible for the school district group plans by reason of working thirty (30) hours per week or more, and who are subsequently reduced to less than thirty (30) hours per week and more than twenty (20) hours per week shall continue to remain as-eligible members of the above stated plans. Employees working less than thirty (30) hours per week are eligible for district contributions for the cost of premiums for worker's compensation and tort liability insurance.

4.2 The Board shall provide single health, hospitalization, surgical, dental and major medical insurance for all eligible employees. The medical plan provided will be the preferred provider organization Alliance Select Standard as offered by the (MIIP) group. Employees may purchase additional insurance above the Board provided plan. Employees with spouses that are employed by the district may apply the amount of the single coverage to the two-person or family coverage. Eligible employees whose spouse is employed by another MIIP member may choose to receive \$210.00 (\$105.00 per pay period) in lieu of insurance.

4.3 Eligible employees that choose to not be covered through the district's/(MIIP) group plans will receive \$125.00 per month (\$62.50 per pay period) in lieu of insurance.

Those declining coverage must meet the following conditions:

- a. Proof must be provided that the employee is covered by a medical plan under their spouse's name and a waiver must be signed.
- b. The number of employees permitted to decline coverage will be limited to 25% of the eligible employees district-wide. If more than 25% desire to decline coverage, district-wide seniority will determine those eligible to decline coverage. Those employees above the 25% will be placed on a waiting list and will have the first option of not taking coverage in the following year.

Anyone declining coverage in the current year can only return to coverage upon the occurrence of a HIPPA Qualifying Event.

4.4 Term Life/Accidental Death and Dismemberment Policy

The Board will provide all employees working thirty (30) hours or more a week with a \$15,000 term life insurance policy including a \$15,000 accidental death and dismemberment policy. Additional term life insurance may be purchased in increments of \$10,000 to a maximum of \$50,000.

4.5 Additional Premiums/Medical Expenses/Dependent Care

Employees may pay premiums above the Board provided amounts with regular payroll deductions or with salary reduction dollars in accordance with IRS regulations. Employees may also pay other medical expenses and participate in a dependent care spending account. All insurance benefits shall be subject to the regulations and insurance policy terms of the insurance company providing such insurance and to regulations of the Internal Revenue Service.

4.6 Disability Income Insurance:

The Board shall purchase at school district expense a disability income protection policy for all employees employed thirty (30) hours or more a week.

All insurance benefits shall be subject to the rules, regulations and insurance policy terms of the company providing such insurance.

4.7 Continued Salary Payments in the Event of Total Disability

If, in the opinion of the employer, an employee becomes totally disabled, necessitating his/her absence from work, the employer will continue salary payments set forth in this section of the agreement, until the earlier of:

- (a) Three (3) calendar months following date of total disability; or
- (b) The earliest date on which the employee is able to convert the policy or policies to personal policies; or
- (c) The date on which the insurance policy provides mandatory cancellation due to the employee's status.

This Section does not apply to disability covered by workmen's compensation.

4.8 Effective Date of Coverage

(a) Eligible employees, new to the district, will be covered by insurance not later than thirty (30) days after initial employment. All insurance benefits shall be subject to the rules, regulations and insurance policy terms of the insurance company providing such insurance.

All terms and conditions of insurance provided including eligibility for coverage, coverage period, date of premium payments necessary for such coverage shall be determined by insurance carrier (company).

(b) Except as otherwise provided in this agreement, an employee is eligible for monthly salary payments as provided in this section as long as the employee is employed by the district. Upon termination of employment, all school district salary payments shall cease from the last day of the month in which the employee terminates.

(c) During a layoff or unpaid leave of absence for any reason shown under Articles 9 and 12, herein, the employee may continue his/her insurance coverage in accordance with the master contract of the insurance company, by making arrangements with the school district insurance carrier to

pay the entire cost of monthly premiums for each month. Failure to make such payment on time will result in the employee being dropped from coverage in accordance with the provisions of the master policy of each carrier.

(d) The district shall have the right to procure the insurance referred to in this Article.

(e) Employees who retire shall be allowed to continue to participate in the group insurance plan and pay the premium themselves if they are at least 55 years of age and meet the requirements of the insurance carrier and Section 509 A.13 of the Iowa Code.

4.9 Claims Against the District

The school district's only obligation under this article is to purchase insurance policies and pay such salary payments as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits.

ARTICLE 5

SENIORITY

- 5.1 Definition and Seniority Date: Seniority is the length of service with the district in positions included in the bargaining unit. It is recognized, however, that in the practical application of this principle of seniority, the necessary ability, skill, qualifications, certifications, competence, experience and physical fitness for the job must be considered.

The seniority of an employee is determined by the length of service computed in years, months and days from the employee's first day of work. Seniority is reduced by layoff periods as provided in 7.4. The earlier of these dates will determine the seniority date of employment. Where two or more employees have the same net credited service, seniority between them shall be determined by the alphabetical order of the family or last name, or in the case of the same last name, their given or first name.

- 5.2 Seniority List: The district shall maintain a list of the employees within the unit showing the names of all employees in the order of the seniority ranking. A copy of such list shall be furnished to the Union within thirty (30) days after the effective date of this agreement and a revised list shall be furnished each six (6) months thereafter. Protest of, errors in, or omissions from such lists must be made to the district within thirty (30) days from the date of the furnishing of such lists and revisions thereof.

- 5.3 Loss of Seniority: An employee shall lose all seniority rights under this agreement for the following reasons:

1. Voluntary quit or retirement.
 2. Discharge for cause.
 3. Failure to secure proper leave of absence, or failure to return by the expiration date of leave of absence or extension thereof, properly granted.
 4. Laid off for a period of more than twenty-four (24) months.
 5. Failure to return after being recalled from layoff.
 6. Unexcused absence for a period in excess of three (3) consecutive working days.
- 5.4 Probation: Probation period is determined and defined in Article 3, Wages and Job Classifications, paragraph 3.10.

ARTICLE 6

ASSIGNMENT, TRANSFER AND POSTING OF JOB VACANCIES

- 6.1 (a) Voluntary Transfers and Assignments: In the determination of request for transfer or reassignment, the convenience and wishes of the individual employee will be honored to the extent that they do not conflict with the best interests of the school system. The employer shall have the right to determine if applicants for transfer are qualified for the vacancy.
- (b) An employee bidding a higher rated job and being a successful bidder shall have no right to rebid his/her former job or be permitted to bid on another job for thirty (30) days except for medical reasons supported by a doctor's statement or to bid to a higher rated job.
- (c) An employee who gives written notice to the employer of his decision to terminate or give up his/her job, whether he/she bids elsewhere or not, is bound by such decision on the date that the bid for his/her job is taken down. The date the employer discontinues a job, as a result of the employee's notification to terminate or give up his/her job, is the date on which the employee is bound by his/her decision. However, on termination, the employer has the option, prior to the employee's last day worked, of allowing such employee to remain as an employee and to retain seniority. The employer reserves the right to deny the request of an employee to give up his job.
- (d) An employee placing his/her name on a bid for a vacancy of a new job, is bound by such bid on the date on which

the bid is taken down and shall be restricted from retaining his/her former job, or rebidding his/her former job for a period of thirty (30) days.

- (e) A successful bidder has no right to give up the job during the trial period unless the employer consents.
- (f) A regular employee voluntarily transferred or assigned for a job, shall be given the maximum trial period for thirty (30) working days. The trial period may be extended for like periods by mutual agreement. If during such period or at the end of such thirty (30) working day trial period, the employee is not qualified for the job, he/she shall be returned to his/her previous job without loss of seniority. An employee displaced by such transfer back shall also return to his/her former job.

6.2 (a) Involuntary Transfers and Assignments: Each employee shall be assigned to a specific position at the direction of the employer. Transfers may be made at the initiative of the employer if in the judgment of the employer, it is for the welfare of the employee and/or the employer. An administrative transfer or reassignment shall be made only after a conference between the employee involved and the employer, at which time the employee will be notified of the reasons for the transfer. An employee shall not be involuntarily transferred or assigned for arbitrary and capricious reasons.

- (b) A regular employee involuntarily transferred or assigned for a job, shall be given the maximum trial period for thirty (30) working days. The trial period may be extended for like periods by mutual agreement. If during such period or at the end of such thirty (30) working day trial period, the employee is not qualified for the job, he/she shall be returned to his/her previous job without loss of seniority. An employee displaced by such transfer back shall also return to his/her former job.

6.3 (a) Posting of Job Vacancies: The employer agrees to post a notice of each job vacancy that occurs which will be permanent in nature. A vacancy shall only exist after the employer has realigned the current employees through assignment or transfers. Assignments and transfers shall take place first prior to any recall for available vacancies. The notice for permanent job openings will be posted on a designated bulletin board in each of the school buildings and in the warehouse and maintenance building for a period of five (5) working days. The employer will notify the building stewards as soon as the vacancy has been determined and posted. In the event that no one applies for the job

opening within the required posting period, or in the event all applicants applying are not qualified by reason of ability, experience and physical fitness, the employer shall be free to fill the vacancy. Employees shall be notified in writing of the disposition of their requests for transfer and upon request shall be provided with the reason for the disposition. If more than one qualified employee has applied for the same position, the seniority system as contained herein shall be applied.

- (b) The building custodial supervisor, bus garage shop foreman, and building secretary vacancies shall be given special consideration under this provision. When one of these positions is posted, the employer may select the applicant who is most qualified. In the event that qualifications are considered acceptable and equal between or among persons bidding for a supervisory position opening, seniority shall prevail. All applicants will be interviewed prior to selection of a person to fill the position.

ARTICLE 7

STAFF REDUCTION PROCEDURE

- 7.1 Seniority as used in staff reduction procedure shall be as defined in Article 5 of this agreement.

For the purpose of this Article, employee positions are categorized as follows:

- Category A -- Clerks and Secretaries
- Category B -- Paraprofessionals
- Category C -- All other employee positions

- 7.2 In the event it becomes necessary to reduce the work force, employees with the least seniority, in a category, shall be laid off first if the remaining employees can qualify to do the work. An employee who was transferred from one category to another, shall retain bumping and recall rights in both categories to positions for which they are qualified. Other employees placed on reduction shall have recall rights only to positions in the category from which they were laid off. Employees shall be recalled according to seniority within their category, if they are qualified for the position to be filled.

Employees must notify the Director of Business Services in writing of their intention to bump within five-(5) days of receiving notice of layoff.

- 7.3 The employee who is to be recalled will be notified by certified mail to his or her last known address. The employee must respond in writing to the employer by

certified mail within seven (7) days after receipt thereof, and actually report to work in ten (10) days after receipt of notice unless mutually agreed to. In the event the employee fails to comply with the above, he/she shall be terminated and lose all seniority rights under this agreement. Employees shall have recall rights as provided in this paragraph for a period of one (1) year from the effective date of the layoff.

- 7.4 All employees on a layoff status shall retain the seniority and prior longevity that they had when they were laid off. They will not continue to earn seniority, vacation, or longevity while on layoff. Upon return to work after recall, a laid off employee will have his/her seniority date adjusted to give him/her credit for seniority. An employee on layoff who is recalled for service shall get credit for a full month for which the employee worked more than ten (10) days. His/her previous insurance coverage will be reinstated.
- 7.5 An employee may retain district insurance coverage during the period of layoff by paying the premium in full to the school district insurance carrier as provided in the Insurance Article of this agreement, if permissible under the master insurance policy.
- 7.6 A person may be employed by the District as a replacement employee for the following reasons:
- to replace an employee granted a leave of absence;
 - to replace an employee who has opted to participate in an experimental program;
 - to fill a position created by special circumstances.

A replacement employee shall not be entitled to recall as described in this article. A replacement employee shall be advised of the employee's status at the time of hire and advised of the expected duration of employment as a replacement employee.

ARTICLE 8

VACATIONS

- 8.1 All regular full-time or regular part-time employees shall be entitled to vacation time with pay at their established rate, under the following schedule, with one (1) day vacation being equal to the same as the employee's normal work day:

<u>Length of Service Completed on June 1st of Each Year</u>	<u>* 10 Month</u>	<u>12 Month</u>
Less than 6 months	0	0
Six months' service	2	4
Twelve months' service	4	8
Eighteen months' service	5	12
Two years' service	6	13
Seven years' service	7	14
Ten years' service	8	16
Twelve years' service	9	17
Fourteen years' service	10	18
Fifteen years' service	11	20

* Employees hired after 6-30-84 will not be entitled to this benefit. Employees hired before 6-30-84 will continue to receive paid vacation time.

- 8.2 For the purpose of determining length of service in awarding vacation days, the employee's seniority date will be used as provided in Article 5. This date is subject to adjustment as provided in 7.4 of this Agreement.
- 8.3 Employees who have been on military leave of absence shall be given seniority credit for vacation purpose for the full calendar year in which they return to active employment.
- 8.4 If an employee has been employed for a period of more than twelve (12) months, payment for vacation days earned will be paid on a pro rata basis upon layoff, retirement, resignation or dismissal, if an employee gives seven (7) days' notice in case of resignation or retirement. In the event of the death of an employee, payment will be made on a pro rata basis to the surviving spouse or to the estate of the employee.
- 8.5 The schedule for vacation days for any calendar year shall be for June 1st through May 31st. Twelve month employees may carry over to ten (10) days.
- Ten (10) month employees will not be permitted to claim vacation days on any day that students are schedule to be in school or on any day that a hired substitute would be needed to serve in the employee's place. Any unused vacation days shall be paid to the employee in the first June pay period.
- 8.6 Absence, on account of illness, injury or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee and within the discretion of the employer, be charged against vacation leave allowance.

- 8.7 The Superintendent, or designee, shall approve all vacation leave. Final decisions as to the number of employees on vacation at any time, for any shift or classification, as to any vacation dates is subject to the approval of the Superintendent, or designee.
- 8.8 Vacations may start at any time during the week and, upon prior approval, holiday time will be allowed to be taken with vacations.
- 8.9 Twelve (12) month employees may use some vacation days during the student school year, with the Superintendent's or designee's approval. During the weeks when students are in attendance, no more than two (2) days' vacation may be approved in a calendar week (Monday through Sunday) unless special circumstances warrant approval of the Superintendent, or designee.
- 8.10 Employees may use their seniority in selecting vacation days.

ARTICLE 9

HOLIDAYS

- 9.1 All permanent twelve (12) month employees shall receive their regular compensation for the following holidays:

Day before New Year	Labor Day
New Year's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Day before Christmas
Fourth of July	Christmas Day

- 9.2 All permanent ten (10) month employees shall receive their regular compensation for the following holidays:

Good Friday	Friday after Thanksgiving
Memorial Day	Day before Christmas
Labor Day	Christmas Day
Thanksgiving Day	New Year's Day

- 9.3 When an employee is scheduled to work or is called in to work on listed holiday, the employee shall be paid straight time for the hours actually worked, in addition to the holiday pay.
- 9.4 Employees who are serving a probationary period are entitled to holiday pay for holidays falling within such probationary period, and further providing that paragraph 9.9 applies.

- 9.5 Any employee shall forfeit his/her right to payment for any holiday if he/she has an unexcused absence on the last regular work day preceding such holiday or on the next regular work day following the holiday.
- 9.6 When a holiday listed in this section falls on Saturday or Sunday, an additional day of vacation shall be granted in lieu of said holiday, unless the employer designates the Friday preceding or the Monday following as the recognized holiday.
- 9.7 It is necessary for the board of education to designate or redesign the school calendar for students for a given year, and in so doing it is sometimes necessary to schedule student attendance, in the operation of the school system, on a listed holiday. It is therefore agreed that if this necessity occurs, employees will work on the designated student attendance day and an additional day of vacation shall be granted to all affected employees in lieu of said holiday.
- 9.8 Any employee must be employed at least twenty-two (22) working days to be eligible for any paid holiday.
- 9.9 Employees will be paid their regular compensation for one (1) day's work at straight time for a holiday occurring or observed on a day, Monday through Friday inclusive, when they are not scheduled to work.

ARTICLE 10

LEAVES OF ABSENCE

Sick Leave

- 10.1 Regular employees shall be entitled to sick leave of one and one-half (1 1/2) work days with pay for each completed month of service. Permanent employees who render regular part-time services shall be entitled to a pro-rated amount of sick leave for the time actually worked at the same rate as that granted full-time employees. Probationary employees shall receive sick leave credit in the same manner as regular employees.
- 10.2 Accrual of sick leave shall be limited to ninety (90) days.
- 10.3 Employees who had accumulated more than ninety (90) work days of sick leave as of 6/1/80, shall not be reduced below their accumulated total sick leave except by normal usage.
- 10.4 An employee, eligible for sick leave, with pay, may use such sick leave upon approval of the Superintendent, or designee, for absence due to illness, minor injury,

exposure to contagious disease (if directed by a physician to remain away from work), or due to major illness. Sick leave shall not be granted for employee elective surgery, or such illnesses which reasonable evidence cannot be shown. An employee requesting sick leave shall inform the Superintendent, or designated supervisor, on duty at the place of employment, of the fact and the reason therefore, no less than one (1) hour before the employee's starting time, and failure to do so may be cause for denial of pay for the period of absence. The Superintendent, or designee, may require a doctor's certificate before approving sick leave with pay. Before payment is made for leave periods beyond three (3) work days, medical certification shall be required. Sick leave under this section applies to an employee's personal injury or illness that is such a nature that the employee cannot perform the duties of his/her position. Use of sick leave for any other purpose is subject to disciplinary action up to and including discharge.

- 10.5 Employees absent from work on legal holidays, during sick leave, vacation, for disability arising from verified injuries in the course of their employment, or for authorized leaves of absence with pay, shall continue to accumulate sick leave at the regular leave prescribed rate during such absence as though they were at work.
- 10.6 An employee on leave of absence without pay shall not earn sick leave.
- 10.7 Absences for part of a day that are chargeable to sick leave in accordance with these provisions shall be charged in an amount not smaller than four (4) hours.
- 10.8 Sick leave shall be uniformly posted to the employee's sick leave record on a monthly basis for all employees and shall be made available on the first of the month.
- 10.9 The official sick leave record shall be maintained at the school district business office.
- 10.10 Any regular employee transferred from one department to another department in the school district shall have sick leave credits transferred without loss to the employee.
- 10.11 An employee who is unable to work because he/she was injured while employed by another employer, ~~or~~ during contract work for pay on non-school district work, shall not be entitled to these sick leave payments if he/she is receiving Worker's Compensation payments because of such injury.

- 10.12 On separation from the school district service, all sick leave credits shall be canceled and may not be reinstated or paid for.
- 10.13 Employees whose normal forty (40) hour week consists of three (3) - twelve (12) hour days and one (1) - four (4) hour day, or other combination thereof, shall be granted sick leave in amounts arrived at by charging eight (8) hours as equivalent to one (1) day.

Job Injury Sick Leaves

- 10.14 The Board may pay the employee the difference between the employee's net salary and the salary replacement benefit received under Worker's Compensation Insurance during the period of receipt of such benefits, and all fringe benefits shall continue to remain in effect. This may be taken from the employees sick leave only with permission of the employee. The employee will be notified by the Director of Business Services or designee of this option. If the option is not chosen the employee will receive only the worker's compensation payment. Leave entitlement as provided in Article XII shall be reduced one (1) day for each day of absence if the employee elects the option of taking the pay difference. When said leave entitlement is exhausted, the Board shall make no further salary replacement contributions to the employee, and all fringe benefits shall be discontinued except the employee shall have the right to participate in the district's disability insurance program if qualified under the insurance policy.

Funeral Leave

- 10.15 Funeral leave with pay, shall be authorized for the purpose of attending the funeral and attending to urgent business connected with the said death of members of the immediate family, construed to mean parent, stepparent, child, stepchild, spouse, grandchild, grandparent, brother or sister. Such leave shall be up to five (5) days in each instance for regular employees. Such leave shall be three (3) days for regular employees current mother-in-law, father-in-law, brother-in-law or sister-in-law. Such leave shall be up to one (1) day for aunts and uncles for regular employees.
- 10.16 In all cases of funeral leave, the employee shall be paid for the days the employee would have been otherwise scheduled to work.

Military Service Leave

- 10.17 All regular employees entering military service of the United States (whether involuntary or voluntary), shall be given leave of absence for the time spent in the service.
- 10.18 Within ninety (90) days upon release from such military service, the employee must report for duty at the employee's old job at prevailing rate of pay for the class of job code. While absent, increases shall be given as if no absence existed. Seniority shall be maintained and longevity maintained.
- 10.19 Vacation credits earned but not taken will be honored upon return to service. The schedule will be authorized by the employer as provided in the vacation article.
- 10.20 Sick leave will not accumulate during such absence, however, credits previously recorded will be maintained.
- 10.21 Each regular employee shall be entitled to regular pay during the first thirty (30) calendar days of such military leave.

Floater Days

- 10.22 All employees will be allowed two (2) floater days each year and can accumulate up to a maximum of three (3). These days cannot be used the first ten (10) school days or the last ten (10) school days. They cannot be used before or after a school calendar holiday or a vacation. Employees must apply in writing three (3) days in advance to the superintendent or designee of such leave except under emergency or extenuating circumstances as approved by the superintendent or designee. No more than two (2) employees per day will be eligible for this leave as defined from category A and four (4) employees per day from category B and two (2) employees per day from Category C in Article 7.

Employees with any unused floater days may request the amount of \$50.00 per day (pro-rated for part-time) per each day claimed to be paid no later than their August paycheck of the contract year. Day(s) claimed will be subtracted from the floater days accumulation if this option is taken.

Jury Duty

- 10.23 The employer shall pay all employees serving on any jury the difference in salary between jury pay and

his/her regular salary while in such service. If employee is discharged from the jury before the work day ends, he/she must report immediately to the employer for work. This shall be construed to mean pay for the regular working hours of the employee selected for such jury duty. Employees who work the 2nd and 3rd shifts shall be transferred to the day shift for pay purposes for the tour of jury duty.

Other Leaves

10.24 The employer, at its sole discretion, may authorize special leaves of absence with or without pay for any period or periods not to exceed three (3) calendar months in any one (1) fiscal year.

10.25 In addition to all leave authorized in this Article, the Superintendent may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed ten (10) working days in any one (1) school fiscal year.

Absence Without Leave

10.26 An employee who is absent from duty shall report the reason to his/her supervisor prior to the date of absence when possible, and in no case later than one (1) hour before the commencement of a working day. All unauthorized and unreported absences shall be considered absence without leave and deduction of pay shall be made for the period of absence. Three (3) consecutive work days of absence without leave may be construed as representing resignation from employment in the school district.

Records

10.27 Attendance and leave records for all employees shall be maintained on a current basis in the school district business office and shall be available for inspection by the employee.

Effect of Leaves on Seniority

10.28 Approved leaves of absence, with or without pay, shall not effect seniority.

10.29 Maternity shall be treated as any other illness or disability.

Family Medical Leave

- 10.30 Employees of the District are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993 and the regulations implementing the Act. No provision of the Act is diminished by the inclusion of this provision in this contract nor are the pre-existing family or medical leave provisions of this contract diminished by the inclusion of this provision in this contract.

ARTICLE 11

CHECK-OFF PROVISIONS

- 11.1 The employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Union. The employer agrees to deduct from the pay of employees who are Union members covered by this Agreement, dues of the local Union having jurisdiction over such employees, and agrees to remit to said local Union all such deductions. Where laws require written authorization by the employees, the same is to be furnished in the form required. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.
- 11.2 The employer shall make deductions for credit unions provided the employee has provided proper authorization.
- 11.3 The Union, its successors or assigns, agrees to indemnify and hold the employer harmless against any and all claims, demands, suits, orders, damages, or judgments brought or issued against the employer as a result of any action taken by the employer at the request of the Union or by reason of action taken in reliance on individually authorized deduction forms furnished to the employer by the Union.

ARTICLE 12

DELEGATES AND COMMITTEES

- 12.1 If any employee is chosen by the Union as a delegate to a labor convention, or on a Union committee, the Union shall give the employer seven (7) days notice where possible prior to such employee being absent for such purpose. Not more than two (2) employees may serve as a delegate or committee person at one (1) time without written permission from the employer. Serving on these committees shall be without pay.

ARTICLE 13

STEWARDS

- 13.1 The employer recognizes the right of the Union to designate a reasonable number of stewards and alternates from the employer's seniority list. The Union shall provide the employer with a list of such stewards and any change made from time to time.
- 13.2 A steward is expected to contact other employees regarding grievances at shift change unless he secures prior permission from the supervisor. He/she may not leave his/her job assignment or cause another employee to leave his/her job assignment unless he/she has prior approval from the supervisor.
- 13.3 The authority of job stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:
- (a) The investigation and presentation of grievances with his/her employer or the designated employer representative in accordance with the provisions of the collective bargaining agreement.
 - (b) The collection of dues if payroll deduction is not used and then only when authorized by appropriate local Union action.
 - (c) The transmission of such messages and information which shall originate with, and are authorized by the local Union, or its officers, provided such messages and information:
 - (1) Have been reduced to writing,
 - (2) If not reduced to writing, are of a routine nature and do not involve work stoppages or slow downs.
- 13.4 The Union recognizes that job stewards and alternates have no authority to take any strike action or any other action interrupting the employer's operations.

ARTICLE 14

UNION REPRESENTATIVES

- 14.1 Authorized representatives of the Union shall be permitted to visit the school facilities and confer with representatives of the employer. If such Union representative desires to confer with a Union steward

of the employee, he must first notify the employee's supervisor.

- 14.2 Upon reasonable request, during regular business hours, the employer shall produce for examination by an employee or his/her representative, time sheets and other records pertaining to the computation of compensation of an employee whose pay is in dispute; or other records of the employee pertaining to a specific grievance. However, no such information shall be produced without the consent of the employee involved.

ARTICLE 15

MEDICAL EXAMINATIONS

15.1 Required Medical Examinations:

All employees shall file with the Business Office at the beginning of service a written report of a medical examination by a physician. The report shall be on the form provided by the school. Upon receipt of the required report, a copy of the doctors bill, and a copy of the insurance statement (if employee is eligible for insurance) the Business Office shall reimburse the employee for the cost of the physical that is not covered by insurance up to fifty dollars (\$50.00). In the event that the Board requests a physical for the purpose of determining the employee's ability to perform assigned duties, the Board shall reimburse the employee sixty dollars (\$60.00) for this physical. It is understood that the Board may designate the physician who will conduct this extra required physical examination.

ARTICLE 16

SAFETY ACCIDENTS AND REPORTS

- 16.1 An employee involved in an accident shall immediately report said accident to his/her supervisor, and is responsible for filling out an accident report promptly, turning in all available names and addresses of witnesses. He/she shall also report any physical injuries sustained by themselves or any other persons involved in such accident.
- 16.2 An employee who is injured while on duty and is required to leave the job because of such injury and is required to remain off the job by a medical authority will be paid for the balance of his/her shift.
- 16.3 It is the duty of an employee to immediately report all defects in equipment to their supervisor.

ARTICLE 17

SEPARABILITY AND SAVINGS CLAUSE

- 17.1 It is the sense and intention of the parties hereto that all of the provisions of this agreement shall comply with all applicable statutes or authority or restriction on authority granted the employer and any ordinances, rules and regulations made in compliance with such statute.
- 17.2 In the event that any provisions of this agreement shall at any time be declared invalid by a court of competent jurisdiction or found to be in conflict with any statute, ordinance or rule or regulation made in compliance with such statute, such decision or conflict shall not invalidate the entire agreement, it being the express intention of the parties that all other provisions of this agreement shall remain in full force and effect.
- 17.3 Should it become necessary to suspend the operation of any provision of this agreement because of legislation or executive orders or regulations dealing with wage and price stabilization, to the extent it may be later permitted by law, and to the extent it was not honored, such provision shall be honored. The employer shall not be held responsible for interest of any kind on any amounts that would otherwise have been paid out by the employer under this agreement.

ARTICLE 18

COMPLETE AGREEMENT

- 18.1 This agreement replaces any and all other verbal or written agreements. The Union and the employer acknowledge that the understandings and agreements arrived at between the parties after negotiations are set forth in this agreement and in the extensions thereof, each voluntarily and unqualifiedly waives the right to bargain collectively with respect to any subject or matter even though said subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.
- 18.2 This article is not intended to prohibit discussion between the employer and employees in regard to existing practices or any changes effected by either

the legislature or courts during the term of this agreement.

ARTICLE 19

PERIOD OF AGREEMENT

19.1 This Agreement shall be in full force and effect from July 1, 2006, to and including June 30, 2008, and shall continue in full force and effect from year to year thereafter unless written notice to change or modify it is served by either party hereto prior to date of expiration, between September 1, 2007, and September 15, 2007.

19.2 It is further agreed that the pay rate schedules in Article 3, wages and job classifications, shall be effective for the first pay period ending in July, 2006 and the first pay period ending in July, 2007, except as noted herein. The vacation schedule in Article 10, "Vacations" shall be effective June 1, 2006.

CHAUFFEURS, TEAMSTERS AND HELPERS

LOCAL UNION NO. 238, AFFILIATED

WITH THE INTERNATIONAL BROTHERHOOD COLLEGE COMMUNITY SCHOOL DISTRICT OF TEAMSTERS

By *Darryl Cumham*

Title *Secreasurer*

By *Larry S. M. Iba*

Title *President*

Randy Dany
President of the Board

M. Dale Hedgcock
Collective Bargaining Rep.

GRIEVANCE FORM

Teamster's Local #238

Name of Employee: _____

Address: _____

Employee Job _____

Department: _____

Hire Date: _____

Classification: _____

Seniority Date: _____

(in present classification)

Contract Articles Violated: _____

Explain in detail here your grievance: (attach additional sheet if necessary)

What remedy to this complaint are you seeking? _____

Signature of Employee: _____

Date: _____

Did the informal step take place? Yes _____ No _____

Date _____

Date of Administrative

Step Date Appeal to: Decision Signature Denied Remedied

II District
Administrator

III Superintendent

Joint

IV Committee

V Arbitration

Findings: _____